EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT—CHANCERY DIVISION

JESSICA SOMMERVILLE, Plaintiff, v. KAREN BELLOWS-CLARKE, LIFE TIME FITNESS, not individually but solely as a stakeholder, STANDARD INSURANCE COMPANY, not individually but solely as a stakeholder, and FIDELITY INVESTMENTS, not individually but solely as a stakeholder Defendants.	)	2017CH03675 CALENDAR/ROOM 16 Case No. TIME 00:00 General Chancery 2017 MAR 14 PM 3:16

VERIFIED COMPLAINT IN EQUITY

Plaintiff, Jessica Sommerville, by her attorney, James R. Pranger of Peter J. Latz & Associates, LLC, for her Verified Complaint against Karen Bellows-Clarke, and against Life Time Fitness, not individually but solely as a stakeholder, Standard Insurance Company, not individually but solely as a stakeholder, and Fidelity Investments, not individually but solely as a stakeholder, states as follows.

INTRODUCTION

1. Plaintiff Jessica Sommerville brings this action against defendant Karen Bellows-Clarke because Clarke, while acting as a fiduciary to Jessica's husband Eric Harrison, who was also Clarke's son and who was terminally ill, intentionally interfered in the marriage and came between Eric and Jessica, removed Eric and all his possessions from his and Jessica's home and care, cut off Jessica from access to Eric, misrepresented Eric's residence on his death certificate

and converted all of Eric's assets, estate and finances from Jessica, and Eric's only child, to Clarke's own sole benefit. Clarke waited until Eric was at his most vulnerable, terminally ill and heavily medicated, to act on her plan, influence Eric against his wife and only child and abuse her fiduciary relationship with him for her own exclusive financial benefit. Plaintiff brings this action for breach of fiduciary duty, intentional interference with inheritance, and unjust enrichment/constructive trust.

PARTIES AND JURISDICTION

2. Plaintiff, Jessica Sommerville ("Jessica") is an adult individual, residing in Chicago, Cook County, Illinois.

3. Defendant Karen Bellows-Clarke ("Clarke") is an adult individual, residing in Charlotte, North Carolina.

4. Defendant Life Time Fitness ("Life Time") is a Minnesota corporation registered to do business and doing business in Illinois, and is named herein solely as a stakeholder.

5. Defendant Standard Insurance Company ("Standard") is an Oregon insurance company registered to do business and doing business in Illinois, and is named herein solely as a stakeholder.

6. Defendant Fidelity Investments ("Fidelity") is a Massachusetts Limited Liability Company registered to do business and doing business in Illinois, and is named herein solely as a stakeholder.

7. Eric Harrison, deceased ("Eric"), was an adult individual who resided in Chicago, Cook County, Illinois and was Jessica's husband and Clarke's son.

8. This court has subject matter jurisdiction and venue is proper in this jurisdiction because Jessica and Eric resided in Illinois, because Clarke committed torts alleged herein in

Illinois, because the injuries and damage to plaintiff alleged herein occurred entirely in Illinois and because most or all of the events giving rise to Plaintiffs' claims occurred in this jurisdiction.

FACTS COMMON TO ALL COUNTS

9. Jessica and Eric began dating in 2013 and lived together in Eric's rented condominium unit in Chicago at all relevant times since November, 2014. They originally planned to marry in 2017. Eric's mother, Clarke, never approved of the relationship.

10. In or about January, 2016, Jessica and Eric learned that Jessica was pregnant with Eric's child.

11. In or about April, 2016, Eric was diagnosed with stage four oral cancer. Despite that diagnosis, at that time, Eric's doctors informed Eric and Jessica that Eric's cancer was treatable and that Eric had a good chance for a full recovery.

12. At all relevant times prior to February 25, 2017, Eric was employed by Life Time as Director of Partnership Marketing. At all times after he was diagnosed, Eric was unable to return to work. Life Time left Eric on their payroll until December, 2016, when he took a leave of absence.

13. As of May, 2016, Eric owned life insurance policies on his life in the amount of $250,000 through Standard (the "life insurance") which Eric acquired in 2012, and also owned a 401(k) retirement account through Life Time which was under the management of Fidelity (the "401(k)"). In May, 2016, Eric and Jessica made financial plans and accelerated their plans to marry in anticipation of the birth of their child.

14. In May, 2016, Eric designated Jessica as the sole beneficiary of the life insurance, in order to ensure that Jessica would have adequate assets to raise their child and to create a college fund for their child.

15. From May to August 2016, Eric underwent chemotherapy and radiation therapy treatments for the cancer and spent significant amounts of time in the hospital. During this time period, despite her advancing pregnancy, and despite working full time, Jessica took sole responsibility for Eric's care and for maintenance of the couple's household. Jessica took Eric to all his doctor and hospital visits, and spent time at the hospital with him during his hospital stays. Jessica coordinated all of Eric's medical care and Eric had named Jessica as agent under a Power of Attorney for Health Care.

16. Neither Clarke nor anyone else in Eric's family visited or assisted Eric in any way during this time period.

17. In May 2016, Clarke spoke to Jessica and informed Jessica in forceful terms that Clarke disliked Jessica, falsely accused Jessica of "getting pregnant on purpose" and refused to recognize Eric and Jessica's engagement.

18. In August 2016, Jessica and Eric's child, H C. H ("H ") was born.

19. Also in August, 2016, Eric signed his Last Will and Testament (the "Will"), a true and correct copy of which is attached hereto as Exhibit "A." In the Will, Eric left his entire estate to Jessica and H .

20. Clarke, who lives in North Carolina, did not come to Chicago or visit Eric at any time after he was diagnosed with cancer until August, 2016, after H was born. Clarke visited Eric and Jessica in Chicago for approximately 2 weeks in August. She then returned to North Carolina.

21. In September, 2016, Eric's doctors informed Eric and Jessica that Eric would not recover from the cancer, and that he had approximately six to twelve months to live. Eric's doctors informed him at that time that his treatment thereafter would consist solely of palliative care.

22. On September 21, 2016, Eric and Jessica were married.

23. On or about October 5, 2016, while back again in the hospital, Eric reviewed his finances and designated Jessica as the sole beneficiary of the 401(k). At that time, Eric also executed a Power of Attorney for Property, naming Jessica as his agent (the "POA"). A copy of the POA is attached hereto as Exhibit "B." The POA expressly provided Jessica the authority to "name or change beneficiaries" of Eric's property and/or estate.

24. In or about September or October, 2016, Clarke returned to Chicago from North Carolina and, for a short time, assisted Jessica in caring for Eric at Eric and Jessica's home. On one occasion, Jessica left the residence to run errands while Clarke remained to care for Eric. When Jessica returned approximately 2 hours later, Clarke berated Jessica for not remaining by Eric's side at all times, accused Jessica of not taking adequate care of Eric and started an argument with Jessica. Clarke made these assertions despite the fact that Jessica had been taking care of Eric in the couple's home while pregnant and working full time, without assistance, for virtually the entire period of Eric's illness, and was now taking care of H as well. Clarke continued her baseless personal attack on Jessica, specifically threatening to do everything in her power to "take Jessica's child" away from Jessica. As a result of the argument, Jessica asked Clarke to leave the home.

25. In November, 2016, Eric was discharged from the Hospital after a stay for surgery, infection and treatment complications. At all times thereafter, Eric required around the clock care.

26. Almost immediately after Eric was discharged in November, 2016, without Jessica's permission or approval and despite the fact that Jessica was Eric's designated agent for health care, Clarke removed Eric to the house of one of Clarke's acquaintances in Addison Illinois. Jessica objected, but allowed Clarke to keep Eric in Addison temporarily because Eric had Clarke and Clarke's friend to help Eric around the clock and because Eric's doctors had informed Jessica that Eric should not be around H because Eric was still suffering from infections that presented a dangerous health risk to H .

27. Jessica and Eric remained in touch by phone, text and Facebook messaging. Eric promised Jessica that his stay in Addison with his mother would only be temporary, and that he would return home to Jessica and H as soon as he could function and his infections did not present a risk to H .

28. In early January 2017, Clarke allowed Jessica and H to visit Eric at the home of Jessica's mother. Eric's condition was much worse, he was heavily medicated and was incoherent during much of that visit.

29. At about that same time it became clear to Jessica that Clarke had been spreading falsehoods about Jessica, as the people Clarke had surrounding Eric were openly hostile to Jessica.

30. Jessica had offered to work with Eric's health insurance provider to secure in-home nursing care, but Clarke refused to even discuss the issue and continued to assert total control over Eric.

31. Throughout the period from November 2016 to February 2017, Clarke spread libelous falsehoods about Jessica, going so far as to turn the doorman of Eric and Jessica's apartment building against Jessica. All the while, Jessica was working full time and caring for her and Eric's newborn son. Clarke's wrongful actions were coordinated and appear to have been part of her overall plan to alienate Jessica from Jessica and Eric's friends and acquaintances, take all of Eric's assts and disinherit Jessica and H , Eric's only child.

32. Shortly after she and H visited Eric, Jessica became suspicious that Clarke was attempting to change Eric's financial arrangements. Jessica spoke to Eric by phone and asked whether he was aware of any such activity by Clarke. Eric stated to Jessica that he only intended to sign a new power of attorney for healthcare naming Clarke as agent. Because Eric was staying with Clarke at the Addison house at that time, and because Clarke was taking Eric to his appointments, Eric's explanation made sense to Jessica and she accepted it.

33. No one acting on Eric's behalf gave Jessica any notice that Clarke or anyone else had obtained any authority to act regarding Eric's finances.

34. At this time, Clarke had possession of Eric's phone, and when Jessica would call Eric, Clarke would answer (or not answer at all), controlling Jessica's access to Eric. Also at or about this time, Eric's nurse informed Jessica that Clarke had ordered the nurse not to provide any information to Jessica regarding Eric's health or condition at any time.

35. In late January 2017, while Jessica was on a short work-mandated trip away from home and H was staying with Jessica's mother, Clarke and unknown others entered Eric and Jessica's home without providing any prior notice to Jessica, using Eric's key.

36. Once in the home, Clarke removed all of Eric's clothes and all his other personal possessions, as well as certain of Jessica and Eric's joint possessions. Clarke also removed items

including, but not limited to, Eric's collection of firearms, valuable watch collection, laptop computer, audio speaker system, barbeque grill, vacuum, stereo system, all contents of the couple's bathroom linen closet, golf clubs that Jessica had bought for Eric and Eric's automobile, although Eric had long been incapable of playing golf or driving.

37. At that time, Clarke also removed Jessica's pregnancy ultrasound pictures from Eric and Jessica's home.

38. At that time, Clarke also removed the original of the Will from Eric and Jessica's home.

39. Upon returning home and discovering what Clarke had done, Jessica called Eric's cell phone but was only able to communicate with him by text. By text, Eric informed Jessica that Clarke was taking Eric to Clarke's home in North Carolina (Clarke had previously suggested that she wanted Eric to see a doctor in North Carolina). Eric also stated that Clarke was only authorized to remove some of Eric's clothes from Eric and Jessica's home, and that Eric was only going with Clarke temporarily and would return home "in a few weeks" after a round of new treatment was completed.

40. On or about February 1, 2017, without consulting Jessica, Clarke removed Eric to North Carolina. Doctors previously had advised against Eric traveling out of state, as he would not be able to tolerate travel well in his weakened condition and the only remaining care available was in the nature of hospice.

41. To the extent that Jessica was allowed by Clarke to communicate with Eric thereafter, by phone, text or "Skype" video, Eric was at all times disoriented and for the most part incoherent, and Clarke was always present, not allowing Eric to have any oprivate conversation with Jessica.

42. In late February, 2017, Jessica discovered that Clarke or someone acting at her behest, purporting to act as Eric's agent, had changed the beneficiary designations that Eric had made on the life insurance to instead name Clarke herself as the sole beneficiary. Acting with her authority under the POA, on February 25, 2017, Jessica accessed Eric's life insurance online through Life Time and changed the beneficiary designation back to Eric's designation.

43. On information and belief, again while purporting to act under power of attorney and while acting as a fiduciary to Eric, Clarke or someone acting at her behest also changed Eric's 401(k) beneficiary designation from Eric's designation to name Clarke herself as the sole beneficiary.

44. Also in February 2017, on information and belief, Clarke caused Eric to execute a new Will, naming Clarke as sole beneficiary.

45. At all relevant times during this period, Eric was heavily medicated, sedated and mostly incoherent, if he had any capacity at all. In this state, Eric was very susceptible to Clarke's influence.

46. Eric died on February 26, 2017. In furtherance of her scheme, Clarke did not inform Jessica that Eric had died and Jessica was never notified of any service for Eric. Jessica learned of her husband's death only through subsequent Facebook posts. At no time since she took Eric to North Carolina has Clarke asked to see her grandson or contacted Jessica regarding her grandson or his well-being.

47. In furtherance of her scheme, Clarke caused Eric's death certificate to falsely state that he resided at her home in North Carolina at the time of his death, while in fact he only visited there for a few short weeks, purportedly for a medical treatment, and had stated in writing

that he was returning to Chicago "in a few weeks." At all times relevant including at the time of his death, Eric's legal residence was in Chicago, Illinois.

48. On February 28, 2017, Jessica again reviewed online the beneficiary designation for the life insurance and confirmed that it still correctly listed the beneficiary designated by Eric (Jessica), as it had at the time of Eric's death.

49. Subsequent to Eric's death, Jessica was informed by Life Time and Standard that someone had acted with a purported financial power of attorney to change the beneficiary designations from those specified by Eric to Clarke herself.

50. Jessica promptly notified Life Time and Standard that Jessica had never been notified of any new power of attorney and that Jessica contested Clarke's attempt to name herself (or to have herself named) as sole beneficiary.

51. While acting as Eric's fiduciary and purportedly acting as Eric's agent under power of attorney, Clarke or the unknown person whom she caused to be designated as Eric's agent and who acted at Clarke's behest, did not handle or pay any of Eric's financial obligations including his apartment rent, parking space rent, utilities, credit card bills, medical bills, childcare expenses, taxes or other financial obligations.

52. The only use that Clarke or the unknown person whom she caused to be designated as Eric's agent and who acted at Clarke's behest made of their fiduciary power was to attempt to convert all of Eric's estate, assets and finances to Clarke's own exclusive benefit.

53. If Clarke's actions are allowed to stand, she will have unilaterally and completely disinherited Eric's wife and Eric's only child from all of Eric's estate, financial and personal property and possessions, solely for Clarke's own benefit.

COUNT I
BREACH OF FIDUCIARY DUTY

54. Jessica repeats and re-alleges the allegations of paragraphs 1 through 53 as though fully restated herein.

55. On information and belief, Clarke obtained a Power of Attorney for property from Eric, naming her as his agent. Whether or not Eric gave Clarke that power knowingly and voluntarily, Clarke was at all relevant times a fiduciary in law to Eric regarding his property. Alternatively, Clarke unduly influenced Eric, who was heavily medicated and sedated, to designate Clarke's nominee as his agent.

56. Eric reposed his trust in Clarke to act on his behalf regarding his health and property matters. Clarke acted, purportedly on Eric's behalf regarding his property, finances and estate. By reason of this special relationship of trust, Clarke was at all relevant times a fiduciary in fact to Eric regarding his property.

57. While owing Eric fiduciary duties, Clarke took actions and engaged in transactions, as alleged hereinabove, that benefitted Clarke personally and directly, including without limitation, changing or causing her nominee to change the beneficiary designation on Eric's life insurance to name Clarke herself sole beneficiary, changing the beneficiary designation on Eric's 401(k) to name Clarke herself sole beneficiary, causing Eric to execute a new last will and testament revoking the Will and naming herself sole beneficiary, and completely disinheriting Eric's wife and his only child.

58. While owing Eric fiduciary duties, Clarke took actions and engaged in transactions, as alleged hereinabove, that were directly contrary to Eric's interests, including failing and refusing to cause Eric's financial debts and obligations to be paid current, including without limitation his apartment rent, parking space rent, utilities, credit card bills, taxes and other financial obligations. By failing to pay current all of these obligations and attempting to

shift the burden for them onto Jessica as the surviving spouse, Clarke and/or her nominee at her behest acted solely for Clarke's own benefit.

59. As the intended beneficiary of Eric's Will and all of Eric's beneficiary designations at the time that Clarke took control of Eric and his finances, Jessica is an intended third-party beneficiary of the fiduciary relationship between Eric and Clarke and of the fiduciary duty that Clarke owed to Eric.

60. Under Illinois law, any transaction by a fiduciary regarding the property or estate of the principal that works to the fiduciary's personal benefit is presumed fraudulent and the result of undue influence by the fiduciary.

61. All of Clarke's actions in her fiduciary capacity regarding Eric's finances and estate as alleged hereinabove are presumed fraudulent and the result of undue influence. Each and every one of those actions constitutes an egregious breach of Clarke's fiduciary duties to Eric and his intended third-party beneficiary, Jessica.

62. Clarke's breaches of fiduciary duty as alleged herein directly and proximately caused damage and injury to Jessica, in that she was effectively completely disinherited and removed as Eric's financial beneficiary and left with no support whatsoever from Eric or his estate to care for Eric and Jessica's only child.

WHEREFORE, Jessica requests that this Court enter a judgment in her favor and against Clarke:

a). Finding that Clarke breached fiduciary duties owed to Eric and to Jessica as intended third-party beneficiary of Eric;

b). Requiring Clarke to withdraw and rescind the beneficiary designation changes that she caused to be made for the life insurance and the 401(k);

c). Directing Life Time, Standard and Fidelity to recognize Jessica or Jessica and Hi as the sole beneficiaries of the 401(k) and life insurance and to distribute the benefits of those assets accordingly;

d). Finding that the purported last will and testament procured by Clarke was the product of undue influence and a further breach of Clarke's fiduciary duty and recognizing the Will as Eric's properly executed last will and testament;

e). Awarding Jessica compensatory damages sufficient to make her whole;

f). Awarding punitive damages to Jessica for Clarke's egregious, willful and deliberate breaches of fiduciary duty in the amount of Jessica's attorney fees in this action; and

g). Awarding to Jessica such further and additional relief as the Court deems appropriate.

COUNT II
INTENTIONAL INTERFERENCE WITH INHERITANCE

63. Jessica repeats and re-alleges the allegations of paragraphs 1 through 53 and 55 through 62 as though fully restated herein.

64. As alleged above, because Eric had named Jessica as the beneficiary of the 401(k), the life insurance and his estate, Jessica had a reasonable expectancy of inheritance from Eric's estate, as well as from the life insurance and the 401(k).

65. As alleged above, by changing or causing to be changed the beneficiary designations from Jessica or Jessica and Hi to herself alone, Clarke interfered with Jessica's expectancy.

66. As alleged above, Clarke's interference was fraudulent, in breach of fiduciary duties and the result of undue influence.

67. As the facts alleged above demonstrate, there is a reasonable certainty that, but for Clarke's interference, Jessica would have been beneficiary of Eric's 401(k), life insurance and his estate.

68. As alleged above, Jessica was damaged as a direct and proximate result of Clarke's interference.

WHEREFORE, Jessica requests that this Court enter a judgment in her favor and against Clarke:

a). Finding that Clarke intentionally interfered with Jessica's inheritance expectancy;

b). Requiring Clarke to withdraw and rescind the beneficiary designation changes that she caused to be made for the life insurance and the 401(k);

c). Directing Life Time, Standard and Fidelity to recognize Jessica or Jessica and H as the sole beneficiaries of the 401(k) and life insurance and to distribute the benefits of those assets accordingly;

d). Finding that the purported last will and testament procured by Clarke was the product of undue influence and a further breach of Clarke's fiduciary duty and recognizing the Will as Eric's properly executed last will and testament;

e). Awarding Jessica compensatory damages sufficient to make her whole;

f). Awarding punitive damages to Jessica for Clarke's egregious, willful and deliberate breaches of fiduciary duty in the amount of Jessica's attorney fees in this action; and

g). Awarding to Jessica such further and additional relief as the Court deems appropriate.

COUNT III
UNJUST ENRICHMENT

69. Jessica repeats and re-alleges the allegations of paragraphs 1 through 53 and 55 through 62 as though fully restated herein.

70. As alleged above, Clarke has unjustly obtained and retains the benefit of Eric's life insurance, 401(k) and estate to the detriment of Jessica, who was the beneficiary of those assets prior to Clarke's wrongful actions.

71. Clarke's retention of said benefits violates fundamental principles of justice, equity and good conscience.

WHEREFORE, Jessica requests that this Court enter a judgment in her favor and against Clarke:

a). Imposing a constructive trust on Eric's life insurance, 401(k) and estate and the proceeds thereof;

b). Requiring Clarke to withdraw and rescind the beneficiary designation changes that she caused to be made for the life insurance and the 401(k);

c). Directing Life Time, Standard and Fidelity to recognize Jessica or Jessica and H as the sole beneficiaries of the 401(k) and life insurance and to distribute the benefits of those assets accordingly;

d). Finding that the purported last will and testament procured by Clarke was the product of undue influence and a further breach of Clarke's fiduciary duty and recognizing the Will as Eric's properly executed last will and testament;

e). Requiring Clarke to disgorge any and all assets by which she was unjustly enriched and awarding those assets to Jessica; and g). Awarding to Jessica such further and additional relief as the Court deems appropriate.

Respectfully submitted,

By: ______________________

Attorney for Plaintiff

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VERIFICATION

Under penalties of perjury as provided pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements made in the foregoing Complaint in Equity are true and correct, except as to those stated to be made on information and belief, and as to those the undersigned believes the same to be true.

Jessica Sommerville,

Date: 3/13/17 Jessica Sommerville

LAST WILL AND TESTAMENT
of
ERIC B. HARRISON

I, ERIC B. HARRISON, being of sound mind and memory, hereby declare that this Last Will and Testament (this "Will") is my will. I revoke all wills and codicils I have previously made.

Section 1: Place of Residence

I am a resident of the State of Illinois.

Section 2: Marital Status

I am single and have never been married.

Section 3: Children

I have the following child now living: H C. H

For the purposes of this Will, any reference to my children includes only H C. H I, as well as any other of my children born or adopted after the execution of this Will. The exclusion of any child who was born or adopted prior to the execution of this Will is intentional, and any child so excluded is to receive no benefit under this Will.

Section 4: Guardianship of My Children

I have not named a guardian to care for my children or their property. I understand that one may be appointed by a court.

Section 5: Distribution of Property

My executor shall distribute my estate according to the following bequests.

I leave my entire estate to JESSICA SOMMERVILLE and H C. H

If neither JESSICA SOMMERVILLE nor H C. H survives me, I leave my entire estate to KAREN CLARKE and MARK HARRISON.

Distribution Provisions

My entire estate is everything I own at my death that is subject to this Will.

A beneficiary must survive me for at least 120 hours to receive property under this Will. As used in this Will, to "survive" me means to be alive or in existence as an organization 120 hours after my death.

Any property left to two or more beneficiaries is left in equal shares unless otherwise stated in this Will. If any property is left to two or more beneficiaries, and any of such beneficiaries fails to

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survive me, that property is left to the other of such beneficiaries who survived me, in equal shares.

Despite anything to the contrary in this Will, if a beneficiary does not survive me, and the beneficiary is my child or grandchild, I leave the property intended to be left to such beneficiary to his or her children, or, if no children have survived the beneficiary, to his or her grandchildren; otherwise, the other terms of this Will shall control.

Section 6: Final Arrangements

I have not chosen a form of disposition for my bodily remains.

I have not chosen a type of ceremony to be held in my honor.

Any outstanding costs associated with my final arrangements shall be paid out of my estate by my executor.

Section 7: Executors

I name JOHN A. FERRANTE II to serve as my executor. If JOHN A. FERRANTE II is unwilling or unable to serve as executor, I name PETER KARLIS to serve as executor instead.

If there are ever two executors serving jointly, they shall act through unanimous agreement. If there are ever more than two executors serving jointly, they shall act by majority decision.

Executor Provisions

As used in this Will, the term "executor" means any personal representative, executrix, or administrator, as applicable, if such term is used in the statutes of any applicable jurisdiction.

I direct my executor to take all actions legally permissible to have the probate of this Will carried out as simply and as free of court supervision as possible under the laws of the applicable jurisdiction, including filing a petition in the appropriate court for the independent administration of my estate.

I grant my executor the following powers, to be exercised in the best interests of my estate:

1. To retain real estate and personal property without liability for loss or depreciation.
2. To dispose of real estate and personal property by public or private sale, or exchange, or otherwise (whether or not necessary for payment of debts, expenses, or taxes), and receive and administer the proceeds as a part of my estate.
3. To vote stock; to exercise any option or privilege to convert bonds, notes, stocks or other securities belonging to my estate into other bonds, notes, stocks or other securities; and to exercise all other rights and privileges of a person owning similar property.
4. To lease any real estate or personal property in my estate.

5. To abandon, adjust, arbitrate, compromise, sue on or defend and otherwise deal with and settle claims in favor of or against my estate.

6. To continue or participate in any business which is a part of my estate, and to incorporate, dissolve or otherwise change the form of organization of the business.

7. To serve as custodian for any real estate or personal property left to minors who are not my children under the Uniform Transfers to Minors Act until they reach age 21.

These powers, authority and discretion are intended to be in addition to the powers, authority and discretion granted by virtue of serving as an executor under applicable law, and may be exercised as often as necessary or advisable, without application to or approval by any court.

No executor shall be required to post bond.

Section 8: Debts

I direct my executor to pay all debts and expenses owed by my estate in accordance with applicable law, except for liens and encumbrances placed on property as security for the repayment of a loan or debt.

Section 9: Taxes

I direct my executor to pay all inheritance, estate or transfer taxes assessed against property in my estate or against my beneficiaries in accordance with applicable law.

Section 10: Severability

If a court invalidates any provision of this Will, that shall not affect the rest of this Will. Any remaining provisions that can be given effect without the invalidated provision shall remain in effect.

Section 11: Signatures

ERIC B. HARRISON

I, ERIC B. HARRISON, declare that I sign and execute this document as my last will and testament and further declare that I sign it willingly, that I execute it as my free and voluntary act. I declare that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Signature

8/31/16

Date

Witnesses

We, the witnesses, sign our names to this document, in the presence of each other and ERIC B. HARRISON. As witnesses, we declare under penalty of perjury that ERIC B. HARRISON willingly signed and executed this document as his last will and testament in the presence of each of us. To the best of our knowledge, ERIC B. HARRISON is eighteen years of age or older, is of sound mind and is under no constraint or undue influence.

First Witness

Signature

8-31-16

Date

Kara Houston

Printed name

Address

Address

Naperville, IL

City, State, Zip

Second Witness

Signature

8/31/2016

Date

George Kinsella

Printed name

Address

Address

Chicago, IL

City, State, Zip

THIS PAGE IS ONLY NECESSARY IF YOU CHOOSE TO NOTARIZE YOUR WILL

SELF PROVING AFFIDAVIT
STATE OF ILLINOIS

Section 1: ERIC B. HARRISON

I, ERIC B. HARRISON, declare that I sign and execute this Will as my last will and testament and further declare that I sign it willingly, that I execute it as my free and voluntary act. I declare that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Signature ______________________ Date 8/31/14

Section 2: Witnesses

We, the witnesses, sign our names to this document, in the presence of each other and ERIC B. HARRISON. As witnesses, we declare under penalty of perjury that ERIC B. HARRISON willingly signed and executed this document as his last will and testament in the presence of each of us. To the best of our knowledge, ERIC B. HARRISON is eighteen years of age or older, is of sound mind and is under no constraint or undue influence.

First Witness

Signature ______________________

Kara Houston
Printed name

Second Witness

Signature ______________________

George Kinsella
Printed name

Section 3: Notary

Acknowledged and subscribed before me by the people named above.

The testator, ERIC B. HARRISON, is personally known to me or has produced

______________________ as identification.

The witness named, Kara Housten, is personally known to me or has produced

______________________ as identification.

The witness named, George Kinsella, is personally known to me or has produced

______________________ as identification.

Shirley Santucci
Signature of notary

Shirley Santucci
Printed name of notary

SHIRLEY SANTUCCI
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
July 20, 2017
Notary seal

"ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

1. (NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 05 day of 10 (month) 2016 (year)

1. I, Eric Harrison Chicago IL, (insert name and address of principal) hereby appoint: Jessica Sommerville Chicago IL

(insert name and address of agent)

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

(a) Real estate transactions.
(b) Financial institution transactions.
(c) Stock and bond transactions.
(d) Tangible personal property transactions.
(e) Safe deposit box transactions.
(f) Insurance and annuity transactions.
(g) Retirement plan transactions.
(h) Social Security, employment and military service benefits.
(i) Tax matters.
(j) Claims and litigation.
(k) Commodity and option transactions.
(l) Business operations.
~~(m) Borrowing transactions.~~
(n) Estate transactions.
(o) All other property powers and transactions.

(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or

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limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

none

3.In addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

name or change benefiaries

name or change joint tenants

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4.My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5.My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6.( ) This power of attorney shall become effective on Immedialtey

(insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect)

7.( ) This power of attorney shall terminate on ....

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death)

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8.If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician. (IF YOU WISH TO NAME YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN.)

9.If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10.I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed ....

(principal)

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signatures of agent (and successors) I certify that the signatures of my agent (and successors) are correct.

....

(agent) (principal)

Jessica Sommerville ....

(agent) (principal)

....

(agent) (principal)

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)

State of ILLINOIS)

) SS.

County of COOK)

The undersigned, a notary public in and for the above county and state, certifies that ERIC HARRISON, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

Dated: OCT 5, 2016 (SEAL)

Jacqueline A. Wagner

Notary Public

JACQUELINE A. WAGNER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires

My commission expires 7-28-2018

The undersigned witness certifies that ERIC HARRISON, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory.

Dated: 10/5/16 .... (SEAL)

....

Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by..